

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

ARY Jewelers, LLC.,)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 04:-CV-10281 EF
)	
IBJTC Business Credit Corp. and)	SUPPLEMENTAL AFFIDAVIT OF
David Molinaro,)	BARRY PICKENS
Defendants.)	

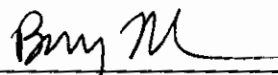
BARRY PICKENS, being sworn, deposes and states as follows:

1. I submit this supplemental affidavit at the request of Plaintiff's attorney in support of Plaintiff's response to Defendants' Motion for Summary Judgment

2. The deposition transcript and exhibits (or portions thereof) of Thomas Mor taken on May 21 and 22, 2001 in the matter styled *In Re Krigel's, Inc., Debtor*, No. 01-40211-JMV and *Krigel's, Inc. v. ARY Jewelers, LLC*, Adv. Pro. No. 01-4089; in the United States Bankruptcy Court, Western District of Missouri, Western Division; and referred to and incorporated into Plaintiffs' Response to Defendants' Motion for Summary Judgment and Memorandum of Law in Support of Plaintiff's Response to Defendants' Motion for Summary Judgment is a true and correct copy of the original deposition transcript and exhibits attached thereto.

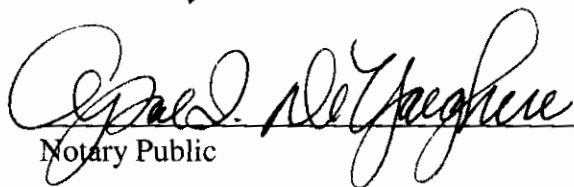
3. In litigation referenced in my affidavit, ARY Jewelers, LLC asserted the position that the Stock Purchase Agreement between ARY and Krigel's, Inc. was void by its terms because Foothill Capital Corp. did not extend financing to ARY on the same terms which it has been financing Krigel's. In prior litigation, ARY never took the position that it would agree only to financing on the "same terms" as Foothill had financed Krigel's. Whether ARY would have

voluntarily agreed to other terms for financing the transaction was simply not relevant to the issue of whether ARY had breached on a contractual obligation to close its transaction with Krigel and so ARY took no position on the former issue in any of the prior litigation. ARY's position in prior litigation is not inconsistent with the position it takes in this litigation.



Barry Pickens

Sworn to before me on this the 13th day of September, 2005.


Notary Public

My Commission Expires:

OPAL I. DeYAGHERE
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: January 9, 2006